

**ZB# 03-16**

**Taz Industries**

**15-7-6**

03-16 TAZ INDUSTRIES AREA  
17 GOODMAN AVE (15-7-6)

ZBA  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR  
555 UNION AVENUE  
NEW WINDSOR, N.Y. 12553  
Approved 7-14-03

APPLICATION FEE (DUE AT TIME OF FILLING OF APPLICATION)

FILE # 03-16 TYPE: AREA \_\_\_\_\_ USE \_\_\_\_\_

APPLICANT: Tan Industries  
19 Chadeayne Ave  
Cornwall, NY 12518  
TELE: 534-2290

RESIDENTIAL: \$ 50.00 CHECK # 1071  
COMMERCIAL: \$150.00 CHECK # \_\_\_\_\_  
INTERPRETATION: \$150.00 CHECK # \_\_\_\_\_  
ESCROW: 300.00 CHECK # 1072  
~~\$500.00~~

DISBURSEMENTS:

	MINUTES \$4.50 PER PAGE	ATTORNEY FEES \$35.00 / MEETING
PRELIM..... <u>4/28/03</u> .....	\$ <u>13.50</u>	\$ <u>35.00</u>
2 <sup>ND</sup> PRELIM.....	_____	_____
3 <sup>RD</sup> PRELIM.....	_____	_____
PUB HEARING.....	<u>13.50</u>	<u>35.00</u>
PUB HEARING (CON'T)...	_____	_____
TOTAL	\$ <u>27.00</u>	\$ <u>70.00</u>

OTHER CHARGES:..... \$ \_\_\_\_\_

• • • • •

ESCROW POSTED: \$ 300.00  
AMOUNT DUE: \$ \_\_\_\_\_  
REFUND DUE: \$ 203.00

7/15/03  
L.R.

COMMERCIAL:	\$150.00	CHECK #	_____
INTERPRETATION:	\$150.00	CHECK #	_____
ESCROW:	<del>\$500.00</del> <sup>300.00</sup>	CHECK #	<u>1072</u>

DISBURSEMENTS:

	<u>MINUTES</u> <u>\$4.50 PER PAGE</u>	<u>ATTORNEY FEES</u> <u>\$35.00 / MEETING</u>
PRELIM..... <sup>4/28/03</sup> .....	\$ <u>13.50</u>	\$ <u>35.00</u>
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3 <sup>RD</sup> PRELIM.....	_____	_____
PUB HEARING.....	<u>13.50</u>	<u>35.00</u>
PUB HEARING (CON'T)...	_____	_____
TOTAL	\$ <u><u>27.00</u></u>	\$ <u><u>70.00</u></u>

OTHER CHARGES:..... \$ \_\_\_\_\_

• • • • •

ESCROW POSTED:	\$ <u>300.00</u>
AMOUNT DUE:	\$ _____
REFUND DUE:	\$ <u>203.00</u>

*7/15/03*  
*L.R.*

**APPROVED**

**8-14. Supplementary yard regulations.**

**A. Accessory buildings.**

- (1) An accessory building may be located in any required side or rear yard, provided that:
  - (a) Such building shall not exceed 15 feet in height or the maximum height of the principal building, whichever is less. [Amended 4-20-1988 by L.L. No. 3-1988]
  - (b) Such building shall be set back 10 feet from any lot line.
  - (c) (Reserved)<sup>EN(1)</sup>
- (2) (Reserved)<sup>EN(2)</sup>
- (3) An accessory building on that portion of a lot not included in any required yard shall not exceed the height of the principal building. [Amended 4-20-1988 by L.L. No. 3-1988]
- (4) No accessory building shall project nearer to the street on which the principal building fronts than such principal building. Should topographic conditions be such that practical difficulties would be caused by this requirement with respect to the location of garages, the Planning Board may authorize the erection of such garages under the following conditions:
  - (a) If the natural slope is from 10% to 20% within 25 feet of the street line, the Board may permit a garage not closer than 20 feet to the street line.
  - (b) Where such slope exceeds 20%, a garage may be permitted not closer than 10 feet to the street line.
- (5) The storage of unlicensed vehicles is prohibited in any district except in enclosed structures or except where in compliance with approval of the Planning Board, provided that one unlicensed vehicle may be stored outside for a period of one year without approval. [Amended 11-20-1996 by L.L. No. 7-1996]

**B. Corner lots.**

- (1) Obstruction of vision at street intersections. At all street intersections in all districts, no obstructions of vision exceeding 30 inches in height above curb level shall be erected or maintained on any lot within the triangle formed by the street lines of such lot and a line drawn between points along such street lines 30 feet distant from their point of intersection.
- (2) Rear and side yards. On a corner lot, front yards are required on both street frontages, and one yard other than the front yards shall be deemed to be a rear yard and the other or others side yards.

**OFFICE OF THE BUILDING INSPECTOR  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK**

**NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION**

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4615 TO  
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 12/23/02

APPLICANT: Taz Industries  
19 Chadeayne Avenue  
Cornwall, NY 12520

**COPY**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Existing 4ft fence

LOCATED AT: 17 Goodman Avenue

ZONE: R-4      Sec/Blk/ Lot: 15-7-6

DESCRIPTION OF EXISTING SITE:

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing 4ft fence does not meet zoning requirements for a corner lot. (Obstruction)

  
**BUILDING INSPECTOR**

PERMITTED 30in-30ft

PROPOSED OR  
AVAILABLE:

VARIANCE  
REQUEST:

ZONE: R-4 USE: 48-14-B-1

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX BLDG HT:

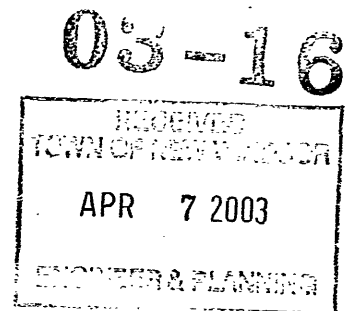
FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

**APPROVED**



PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS  
IMPORTANT  
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

RECEIVED

DEC 18 2002

BUILDING DEPARTMENT

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and percolation test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

FOR OFFICE USE ONLY:  
Building Permit #: PA 2002-1386

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS  
REQUIRED BEFORE THE BUILDING PERMIT APPLICATION WILL BE ACCEPTED AND/OR ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

X Owner of Premises James DeNicolis T.A.Z. Industries

X Address 17 Goodman ave New Windsor NY Phone # 845 534 5139

X Mailing Address 19 Chadenyne ave Cornwall NY Fax # same

Name of Architect \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Name of Contractor Global Contractors



Address same Phone \_\_\_\_\_

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer.

James A. DePina  
(Name and title of corporate officer)

1. On what street is property located? On the Goodman & Lawrence side of \_\_\_\_\_  
(N, S, E or W)  
and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_

2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone? Y \_\_\_\_\_ N X

3. Tax Map Description: Section 15 Block 7 Lot 6

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy \_\_\_\_\_ b. Intended use and occupancy \_\_\_\_\_

5. Nature of work (check if applicable) ☐ New Bldg. ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☒ Other Existing Chain-link fence

6. Is this a corner lot? yes

7. Dimensions of entire new construction. Front \_\_\_\_\_ Rear \_\_\_\_\_ Depth \_\_\_\_\_ Height \_\_\_\_\_ No. of stories \_\_\_\_\_

8. If dwelling, number of dwelling units: 3 Number of dwelling units on each floor 1

Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Toilets \_\_\_\_\_ Heating Plant: Gas \_\_\_\_\_ Oil \_\_\_\_\_  
Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_ If Garage, number of cars \_\_\_\_\_

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_

10. Estimated cost \_\_\_\_\_ Fee n/c

1 / 1  
date

APPLICATION FOR BUILDING PERMIT  
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK  
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock  
Asst. Inspectors: Frank Liel & Louis Krychear  
New Windsor Town Hall  
555 Union Avenue  
New Windsor, New York 12553  
(845) 563-4618  
(845) 563-4665 FAX

Bldg Insp Examined \_\_\_\_\_  
Fire Insp Examined \_\_\_\_\_  
Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_  
Permit No. \_\_\_\_\_

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

*James H. DePina*  
(Signature of Applicant)

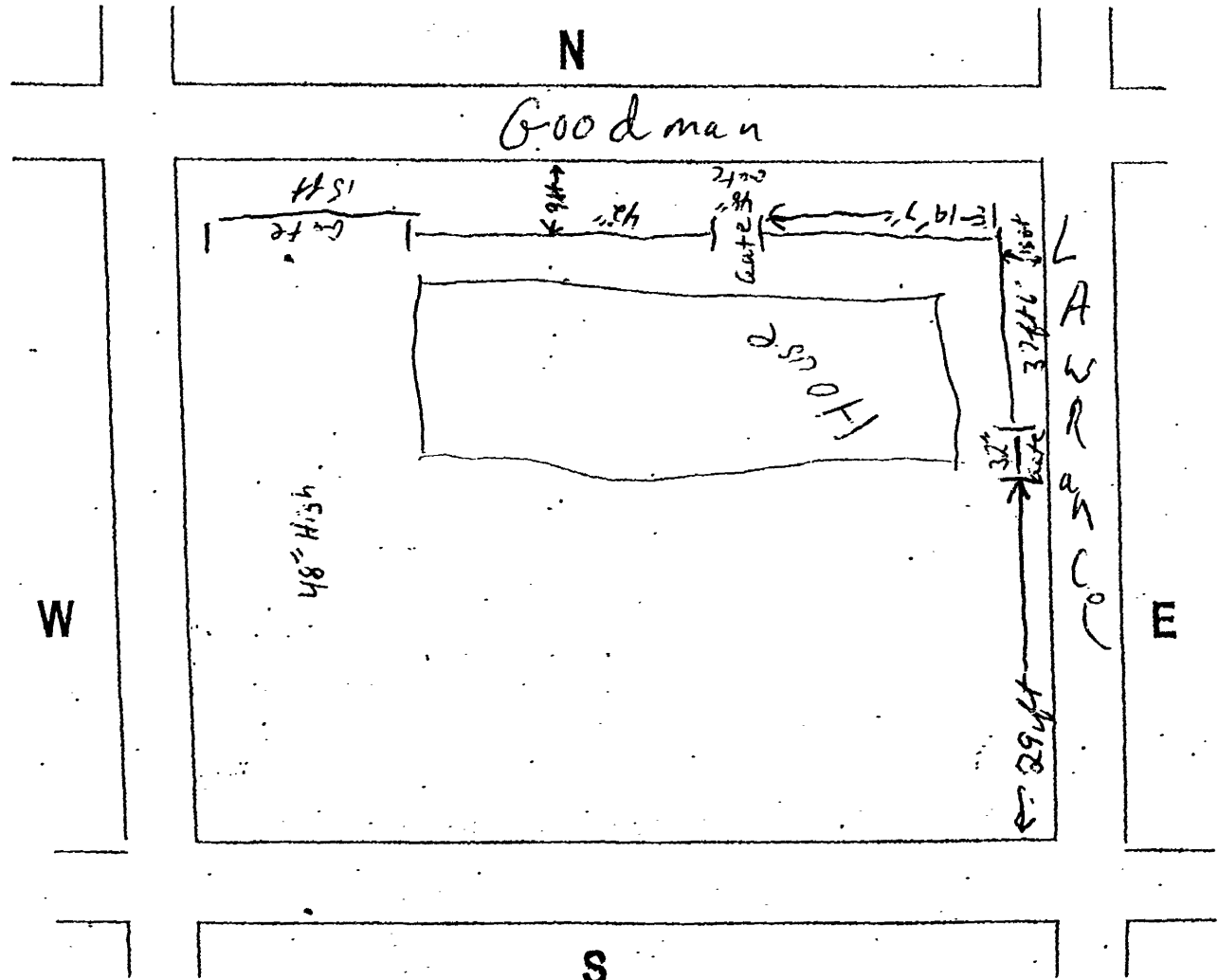
19 chadeayneave cornwall NY 12516  
(Address of Applicant)

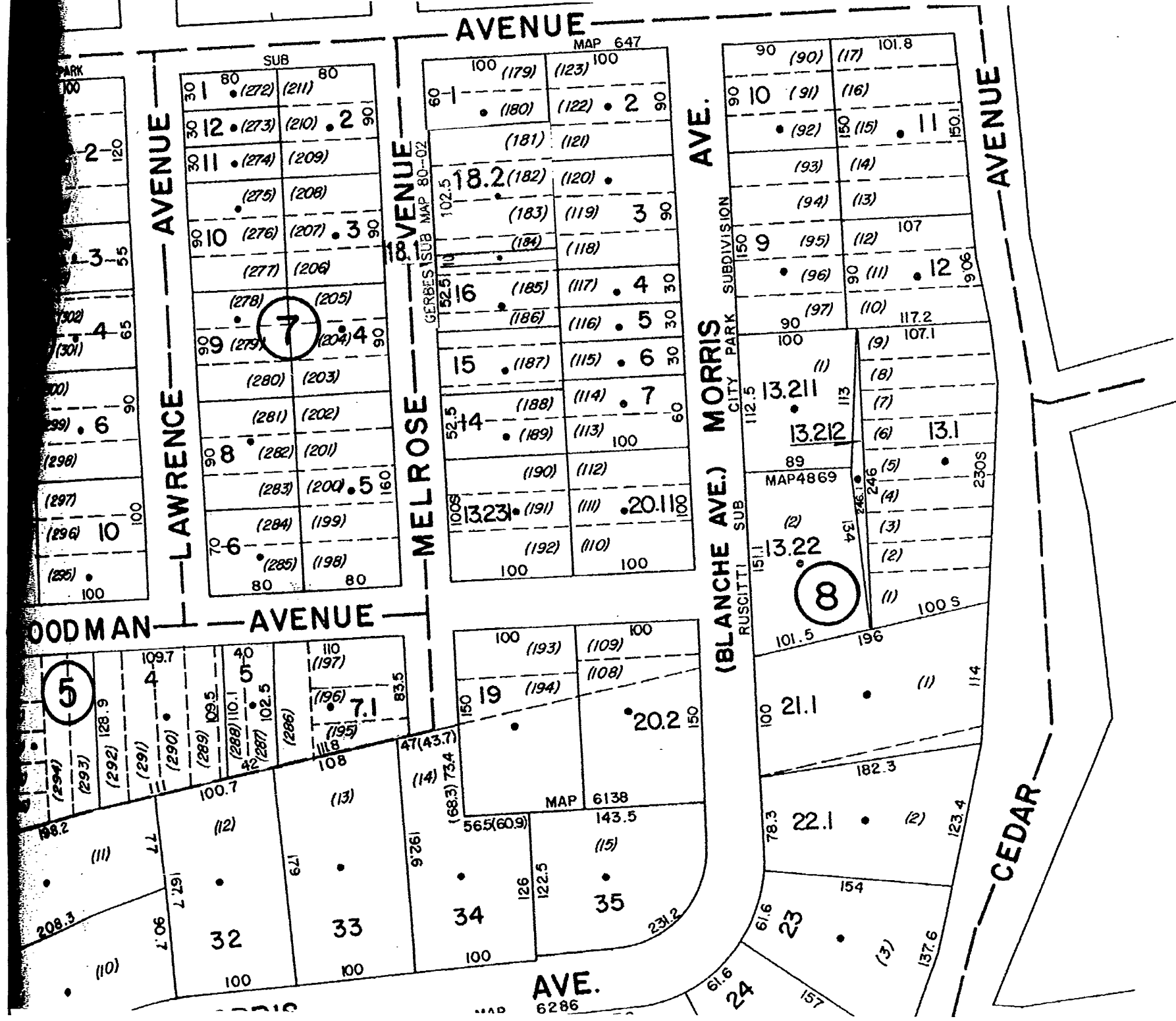
*James H. DePina*  
(Owner's Signature)

same

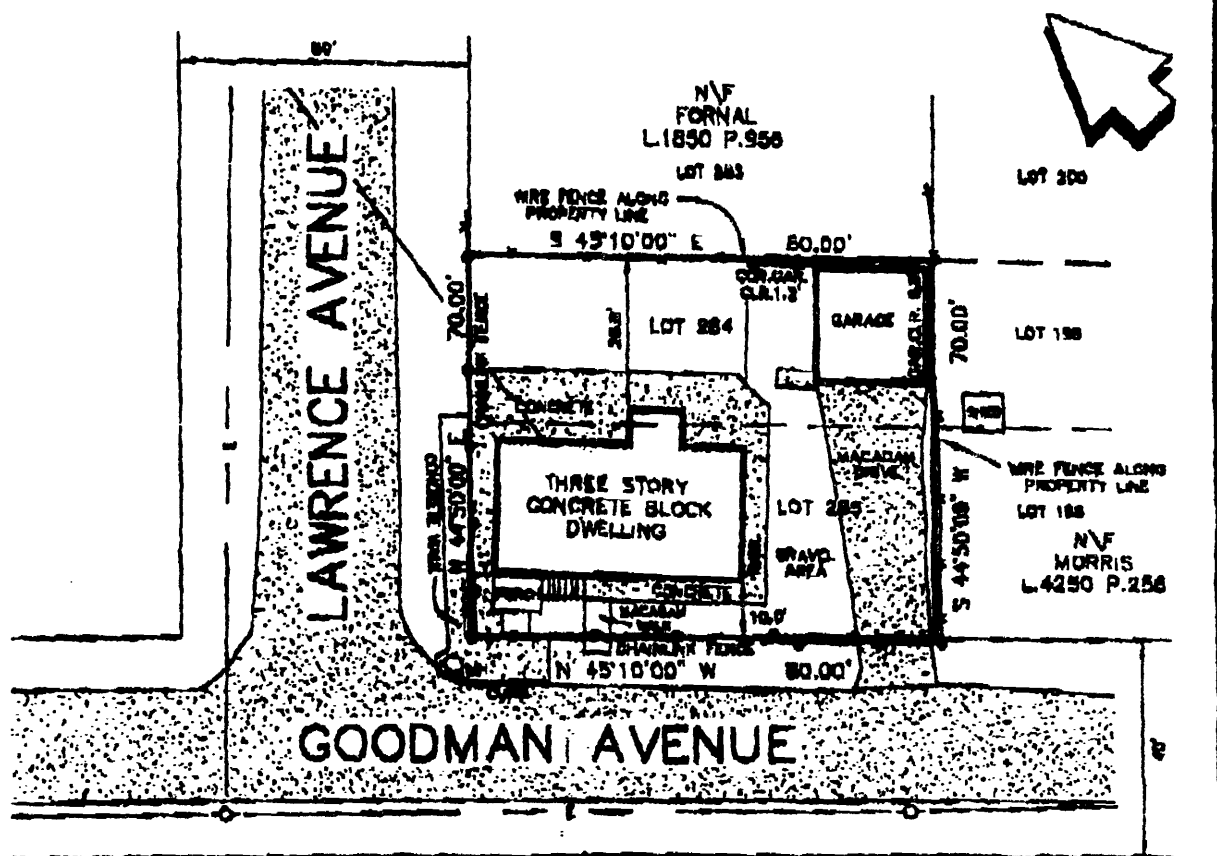
## PLOT PLAN

**NOTE:** Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





SECTION 15 BLOCK 7 LOT 8



SURVEY OF PROPERTY  
FOR

**WILLIAM O'SULLIVAN, INC.**

TOWN OF NEW WINDSOR  
SCALE: 1"=30'

JANUARY 7, 2003

ORANGE COUNTY, N.Y.  
AREA=0.1286 ACRES

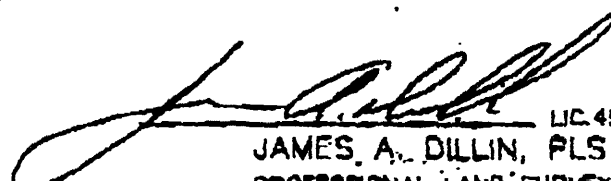
REFERENCE: BEING LOTS 284 AND 285 AS SHOWN ON MAP ENTITLED "CITY PARK  
FILED IN THE O.C.G.O. ON AUGUST 30, 1909 AS MAP #647.

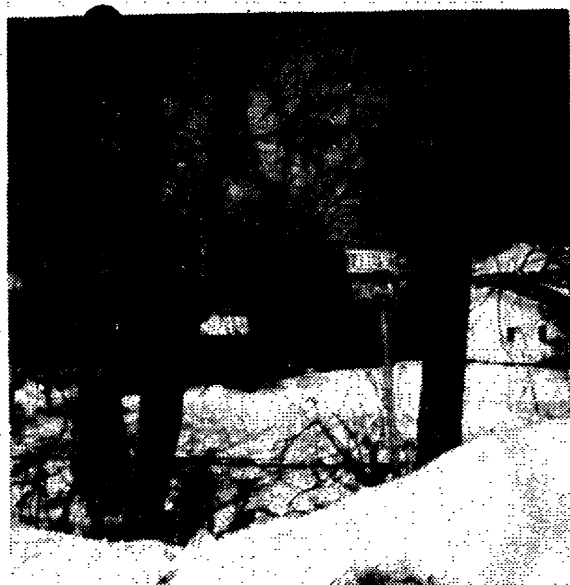
CERTIFIED TO: WILLIAM O'SULLIVAN, INC., WACHOVIA MORTGAGE CORPORATION, ITS  
SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR,  
LAWYERS TITLE INSURANCE CORPORATION AND TAZ INDUSTRIES, INC.,  
TO BE CORRECT AND ACCURATE.

COPIES OF THIS SURVEY NOT BEARING THE EMBOSSED  
SEAL OF THE LAND SURVEYOR SHALL NOT BE VALID.  
GUARANTEES OF CERTIFICATIONS ARE NOT TRANSFERABLE  
TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

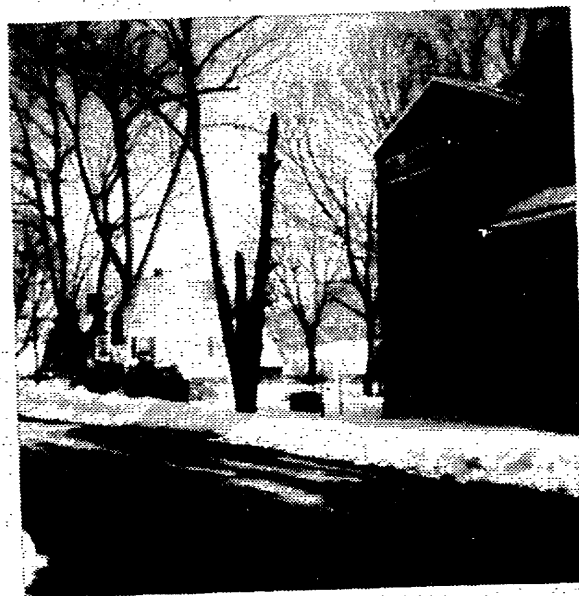
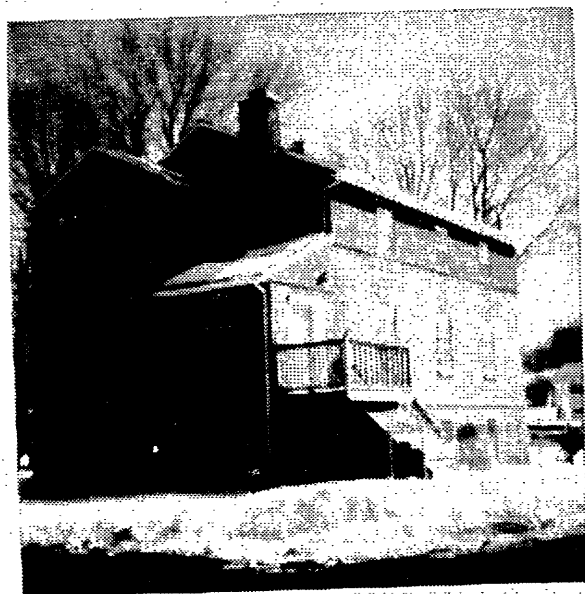
UNAUTHORIZED ALTERATION OF THIS DOCUMENT, IN ANY  
WAY, CONSTITUTES A VIOLATION OF THE STATE OF NEW  
YORK EDUCATION LAW SECTION 7209 (2).

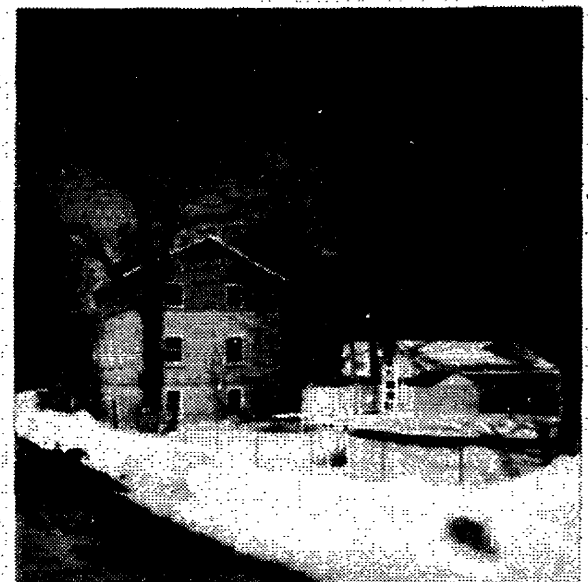
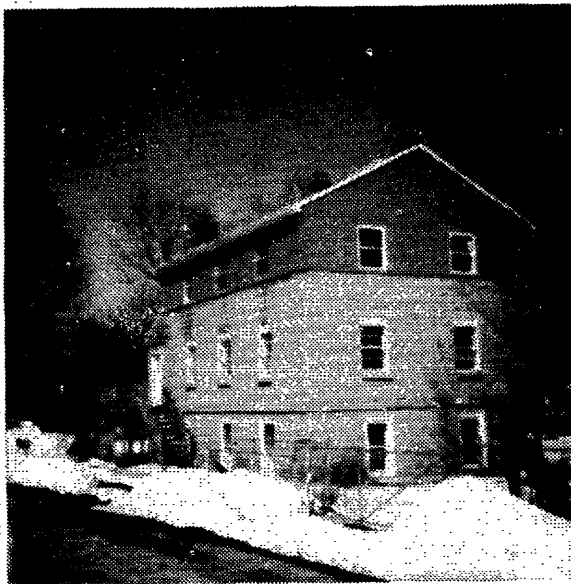
**OR02-135**

  
LIC. 49087  
**JAMES A. DILLIN, PLS**  
PROFESSIONAL LAND SURVEYOR  
GOSHEN, NEW YORK

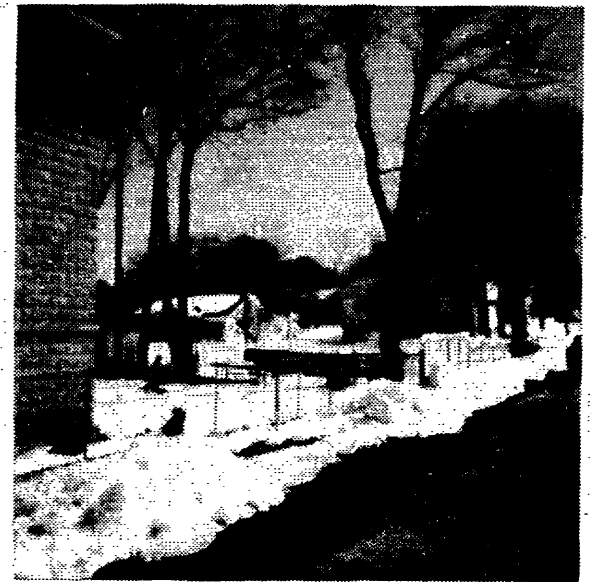


House Next Door Same Place





Neighbor's Fence Joining ours



Our Fence Joining the  
Neighbor's Fence "Same"



# **Town of New Windsor**

**555 Union Avenue**  
New Windsor, New York 12553  
Telephone: (845) 563-4615  
Fax: (845) 563-4695

## **OFFICE OF THE ZONING BOARD OF APPEALS**

November 12, 2003

Taz Industries  
19 Chadeayne Avenue  
Cornwall, NY 12518

**SUBJECT: REQUEST FOR VARIANCE #03-16**

Dear Sir:

Please find enclosed two copies of the Formal Decision for your case before the Zoning Board of Appeals. Please keep these copies in your records for future reference if needed.

If you are in need of any further assistance or have any questions in this matter, please feel free to contact me at the above number.

Very truly yours,

---

Myra Mason, Secretary to the  
NEW WINDSOR ZONING BOARD

MLM:mlm

cc: Michael Babcock, Building Inspector



In the Matter of the Application of

**TAZ INDUSTRIES**

**CASE #03-16**

MEMORANDUM OF  
DECISION GRANTING

**AREA**

**WHEREAS, James DeNicola**, owner(s) of 17 Goodman Avenue, New Windsor, New York, 12553, has made application before the Zoning Board of Appeals for a/an existing 4 ft. fence on a corner lot in an R-4 Zone;

**WHEREAS**, a public hearing was held on July 14, 2003 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS**, the Applicant appeared on behalf of this Application; and

**WHEREAS**, there were no spectators appearing at the public hearing; and

**WHEREAS**, no one spoke in favor of or in opposition to the Application; and

**WHEREAS**, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The Evidence presented by the Applicant showed that:
  - (a) The is a residential property located in a neighborhood of residential properties.
  - (b) This property is located on a corner lot.
  - (c) This property had a chain-link fence erected since 1972.
  - (d) The fence does not obstruct the vision of motorists or impede the safe operation of motor vehicles on the adjacent roadways.
  - (e) The fence is similar in appearance and size to fences surrounding neighbors property.
  - (f) Since the fence has been in place, no complaints, either formal or informal, have been received.

**WHEREAS**, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance(s) will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant that can produce the benefits sought.
3. The variance(s) requested are substantial in relation to the Town regulations but, nevertheless, are warranted.
4. The requested variance(s) will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but, nevertheless, should be allowed.
6. The benefit to the Applicant, if the requested variance(s) are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance(s) are/is appropriate and are/is the minimum variance(s) necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance(s).

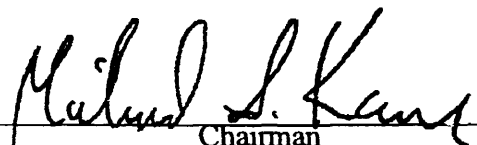
**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for an existing 4 ft. fence on a corner lot in an R-4 Zone; as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and/or Building Inspector and Applicant.

Dated: November 3, 2003

  
Chairman

**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS  
OFFICE  
845-563-4615**

**MEMORANDUM**

**TO: LARRY REIS, COMPTROLLER**  
**FROM: MYRA MASON, SECRETARY TO THE ZONING BOARD**  
**DATE: 07-15-2003**  
**SUBJECT: ZBA FILE #03-16 - TAZ INDUSTRIES**

**PLEASE ISSUE A CHECK IN THE AMOUNT OF \$ 203.00 TO CLOSE OUT  
ESCROW FOR:**

**ZBA FILE #03-16**

**NAME: TAZ INDUSTRIES**

**ADDRESS: 19 CHADEAYNE AVENUE**

**CORNWALL, NY 12518**

**THANK YOU,**

**MYRA**



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS  
RECORD OF CHARGES & PAYMENTS**



FILE #03-16      TYPE: AREA

APPLICANT:      TAZ INDUSTRIES  
                     19 CHADEAYNE AVENUE  
                     CORNWALL, NY 12520

TELEPHONE:      534-2290

RESIDENTIAL:	\$ 50.00	CHECK #1071
COMMERCIAL	\$ 150.00	CHECK #
INTERPRETATION	\$ 150.00	CHECK #

ESCROW:          RESIDENTIAL \$300.00      CHECK #1072

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*

<u>DISBURSEMENTS:</u>		<u>MINUTES</u> <u>\$4.50 / PAGE</u>	<u>ATTORNEY</u> <u>FEE</u>
PRELIMINARY:	3      PAGES	\$13.50	\$35.00
2 <sup>ND</sup> PRELIMINARY:	PAGES	\$	\$
PUBLIC HEARING:	3      PAGES	\$13.50	\$35.00
PUBLIC HEARING:	PAGES	\$ _____	\$ _____
TOTAL:		<u>\$27.00</u>	<u>\$70.00</u>

\*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*   \*

ESCROW POSTED:      \$300.00  
LESS: DISBURSEMENTS:      \$ 97.00

AMOUNT DUE:      \$ \_\_\_\_\_

REFUND DUE:      \$203.00

L.R. 7-15-03 *FW*



**ZONING BOARD OF APPEALS: TOWN OF NEW WINDSOR  
COUNTY OF ORANGE: STATE OF NEW YORK**

-----X

In the Matter of the Application for Variance of

TAZ INDUSTRIES

AFFIDAVIT OF  
SERVICE  
BY MAIL

#03-16

\_\_\_\_\_ X

STATE OF NEW YORK )

) SS:

COUNTY OF ORANGE )

MYRA L. MASON, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 67 Bethlehem Road, New Windsor, NY 12553.

That on the 17TH day of JUNE, 2003, I compared the 78 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor's Office regarding the above application for a variance and I find that the addresses are identical to the list received. I then placed the envelopes in a U.S. Depository within the Town of New Windsor.

Sworn to before me this

Myra L. Mason  
Myra L. Mason, Secretary

17<sup>th</sup> day of June, 2003

[Signature]  
Notary Public

JENNIFER MEAD  
Notary Public, State Of New York  
No. 01ME6050024  
Qualified In Orange County  
Commission Expires 10/30/ 2006

**PUBLIC HEARING NOTICE**  
**ZONING BOARD OF APPEALS**  
**TOWN OF NEW WINDSOR**

**PLEASE TAKE NOTICE** that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

**Appeal No. 03-16**

**Request of TAZ INDUSTRIES**

**for a VARIANCE of the Zoning Local Law to Permit:**

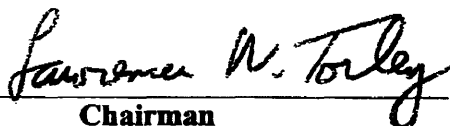
**Existing 4 ft. fence does not meet zoning requirement  
48-14-B1 for a corner lot (Obstruction)**

**being a VARIANCE of Section 48-14-B1**

**for property located at: 17 GOODMAN AVENUE - NEW WINDSOR, NY**

**known and designated as tax map Section 15 Block 7 Lot 6**

**PUBLIC HEARING will take place on JULY 14TH, 2003  
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York  
beginning at 7:30 P.M.**

  
**Chairman**

# **TOWN OF NEW WINDSOR** **REQUEST FOR NOTIFICATION LIST**

DATE: 04-29-2003 PROJECT NUMBER: ZBA# 03-16 P.B. # \_\_\_\_\_

APPLICANT NAME: TAZ INDUSTRIES

PERSON TO NOTIFY TO PICK UP LIST:

TAZ INDUSTRIES INC  
19 CHADEAYNE AVENUE  
CORNWALL, NY 12518

TELEPHONE: 534-2290

TAX MAP NUMBER: SEC. 15 BLOCK 7 LOT 6  
SEC. \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_  
SEC. \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_

PROPERTY LOCATION: 17 GOODMAN AVENUE  
NEW WINDSOR, NY

THIS LIST IS BEING REQUESTED BY:

NEW WINDSOR PLANNING BOARD: \_\_\_\_\_

SITE PLAN OR SUBDIVISION: (ABUTTING AND ACROSS ANY STREET) \_\_\_\_\_

SPECIAL PERMIT ONLY: (ANYONE WITHIN 500 FEET) \_\_\_\_\_

AGRICULTURAL DISTRICT:  
(ANYONE WITHIN THE AG DISTRICT WHICH IS WITHIN 500'  
OF SITE PLAN OR SUBDIVISION PROJECT) \_\_\_\_\_

❖ ❖

NEW WINDSOR ZONING BOARD XX

LIST WILL CONSIST OF ALL PROPERTY WITHIN 500 FEET OF PROJECT XX

❖ ❖

AMOUNT OF DEPOSIT: 25.00 CHECK NUMBER: 1073

TOTAL CHARGES: \_\_\_\_\_





# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4615  
Fax: (845) 563-4695

## ZONING BOARD OF APPEALS

June 17, 2003

Taz Industries  
19 Chadeayne Avenue  
Corwnall, NY 12520

SUBJECT: REQUEST FOR VARIANCE #03-16

Dear Sir or Madam:

This is just a reminder that your Public Hearing before the Zoning Board of Appeals for your requested variance at:

17 GOODMAN AVENUE  
NEW WINDSOR, NY

is scheduled for the July 14th, 2003 agenda.

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have any questions or concerns in this matter, please feel free to contact me.

Very truly yours,

---

Myra Mason, Secretary  
Zoning Board of Appeals

MLM:mlm



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4631  
Fax: (845) 563-4693

## Assessor's Office

May 1, 2003

Taz Industries, Inc.  
19 Chadeayne Avenue  
Cornwall, NY 12518

Re: 15-7-6 ZBA#03-16

Dear Sirs:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00.

Please remit the balance of \$70.00 to the Town Clerk's Office.

Sincerely,

J. Todd Wiley, IAO  
Sole Assessor

JTW/lrd  
Attachments

CC: Myra Mason, ZBA

13-10-13 & 15-4-31  
Cosmo & Stephanie Yonnone  
67 Myrtle Avenue  
New Windsor, NY 12553

13-10-14  
Leroy & Rosemarie Stanford  
53 Melrose Avenue  
New Windsor, NY 12553

13-10-15  
Barbara Booth & Dolores Mannix  
John Konrad  
51 Melrose Avenue  
New Windsor, NY 12553

13-11-8  
Jeffrey & Frances Kirk  
46 Melrose Avenue  
New Windsor, NY 12553

13-11-9  
Edward & Helen Simanoski  
56 Melrose Avenue  
New Windsor, NY 12553

13-11-10 & 11 & 15-7-1 & 11 & 12  
Lawrence Avenue Properties LLC  
63 Lawrence Avenue  
New Windsor, NY 12553

13-12-10  
Malinda Nieves  
60 Lawrence Avenue  
New Windsor, NY 12553

13-12-11  
Abie & Maria Colon  
57 Meriline Avenue  
New Windsor, NY 12553

13-12-12  
Rose Piperato ETAL  
51 Meriline Avenue  
New Windsor, NY 12553

13-13-14  
Kristina & Michael Paz  
60 Meriline Avenue  
New Windsor, NY 12553

15-4-2  
Anne Corso  
37 Bradford Avenue  
New Windsor, NY 12553

15-4-3  
John & Victoria DeLuccia  
64 Meriline Avenue  
New Windsor, NY 12553

15-4-4  
David Crawford  
10 Hilltop Avenue  
Newburgh, NY 12550

15-4-5  
David Yonnone  
74 Meriline Avenue  
New Windsor, NY 12553

15-4-6  
Michael & Sharon Alexander  
80 Meriline Avenue  
New Windsor, NY 12553

15-4-7  
Cosmo & David & Vincent Yonnone  
C/o Anna Yonnone  
82 Meriline Avenue  
New Windsor, NY 12663

15-4-8 & 15-4-30  
Ronald & Lari-Sue McDermott  
88 Meriline Avenue  
New Windsor, NY 12553

15-4-10  
Robert & Rose Gilfeather  
90 Meriline Avenue  
New Windsor, NY 12553

15-4-11  
Margaret & Caroline & Frank Komar  
96 Meriline Avenue  
New Windsor, NY 12553

15-4-17  
Charles Carlstrom  
Marlene Mazzola  
323 Frozen Ridge Road  
Newburgh, NY 12550

15-4-22  
William & Shirley Petro  
109 Myrtle Avenue  
New Windsor, NY 12553

15-4-25  
Carlos Vega Jr.  
101 Myrtle Avenue  
New Windsor, NY 12553

15-4-27 & 15-4-28.2  
John Veneziali  
99 Myrtle Avenue  
New Windsor, NY 12553

15-4-28.1  
Richard & MaryAnn Hotaling  
95 Myrtle Avenue  
New Windsor, NY 12553

15-4-29  
Arthur & Clara Mott  
91 Myrtle Avenue  
New Windsor, NY 12553

15-4-32  
Vincent Yonnone  
63 Myrtle Avenue  
New Windsor, NY 12553

15-4-33  
Thomas Monaghan & Mary Collins  
C/o Frances Linton  
59 Myrtle Avenue  
New Windsor, NY 12553

15-5-1  
John & Frances Homin  
91 Meriline Avenue  
New Windsor, NY 12553

15-5-4  
Rebecca Foster  
14 Goodman Avenue  
New Windsor, NY 12553

15-5-5  
John Mullarkey  
37 Blooming Grove Turnpike  
New Windsor, NY 12553

15-5-7.1  
Donald & Edith Smith  
24 Goodman Avenue  
New Windsor, NY 12553

15-6-1  
Manuel Dominguez  
29 Bradford Avenue  
New Windsor, NY 12553

15-6-2  
Gregory Greiner  
70 Lawrence Avenue  
New Windsor, NY 12553

15-6-3  
Pedro & Maria Guerra  
74 Lawrence Avenue  
New Windsor, NY 12553

15-6-4  
William Oliver  
954 Route 32  
Wallkill, NY 12589

15-6-6 & 15-6-10  
Michelle Roach  
32-30 Cruger Avenue  
Bronx, NY 10467

15-6-11.1  
Alcides & Alexandra Blanco  
87 Meriline Avenue  
New Windsor, NY 12553

15-6-12.1  
Louis Sr. & Louise Pisano  
Dante & Jennifer Dichiaro  
81 Meriline Avenue  
New Windsor, NY 12553

15-6-13  
Micah & Julie Salisbury  
77 Meriline Avenue  
New Windsor, NY 12553

15-6-14  
Anita Spencer  
Thomas Smith  
73 Meriline Avenue  
New Windsor, NY 12553

15-7-2  
Susan & Douglas Olympia  
58 Melrose Avenue  
New Windsor, NY 12553

15-7-3 & 15-7-10  
William & Marie D'Amico  
73 Lawrence Avenue  
New Windsor, NY 12553

15-7-4  
Alfred Crudele Jr.  
C/o Dominick D'Egidio  
68 Melrose Avenue  
New Windsor, NY 12553

15-7-5  
Odis & Marion Morris  
76 Melrose Avenue  
New Windsor, NY 12553

15-7-8  
Stanley Fornal Jr.  
C/o Martha Fornal  
205 Quassaick Avenue  
New Windsor, NY 12553

15-7-9  
Edgar Rivera  
77 Lawrence Avenue  
New Windsor, NY 12553

15-8-1  
Dennis & Barbara Russell  
55 Melrose Avenue  
New Windsor, NY 12553

15-8-2  
Renato & Caterina Facchin  
9 Bradford Avenue  
New Windsor, NY 12553

15-8-3  
Estelle Warren  
100 Blanche Avenue  
New Windsor, NY 12553

15-8-4 & 5 & 6 & 7  
Charles & Jane Baranski  
106 Blanche Avenue  
New Windsor, NY 12553

15-8-9 & 10 & 11  
Evelyn Simpson Revocable Trust  
5 Bradford Avenue  
New Windsor, NY 12553

15-8-12  
Isabelle Burgoa  
52 Cedar Avenue  
New Windsor, NY 12553

15-8-13.1 & 15-8-13.212  
Anthony & Arlene Yonnone  
56 Cedar Avenue  
New Windsor, NY 12553

15-8-13.211  
Alfred & Sharion Barrett  
85 Blanche Avenue  
New Windsor, NY 12553

15-8-13.22  
David & Roberta Short  
87 Blanche Avenue  
New Windsor, NY 12553

15-8-13.231  
Joseph Antonelli  
77 Melrose Avenue  
New Windsor, NY 12553

15-8-14  
Alfred & Estelle Ortenzo  
75 Melrose Avenue  
New Windsor, NY 12553

15-8-15  
William & Carole Lee Hoyer  
71 Melrose Avenue  
New Windsor, NY 12553

15-8-16  
Richard & John Gerbes Co-Trustees  
Anthony & Dolores Gerbes Irr. Trust  
69 Melrose Avenue  
New Windsor, NY 12553

15-8-18.1  
Richard & Wendy Gerbes  
59 Melrose Avenue  
New Windsor, NY 12553

15-8-18.2  
Martin Cohen  
59 Melrose Avenue  
New Windsor, NY 12553

15-8-28  
Robert Jr. & Judith Molter  
125 Blanche Avenue  
New Windsor, NY 12553

15-8-19  
Thomas III & Cathy Freeman  
79 Melrose Avenue  
New Windsor, NY 12553

15-8-29  
John O'Brien  
127 Blanche Avenue  
New Windsor, NY 12553

15-8-20.2  
Andrew & Geraldine Masten  
30 Goodman Avenue  
New Windsor, NY 12553

15-8-30  
John Ulrich  
Kimberly Lenz  
120 Blanche Avenue  
New Windsor, NY 12553

15-8-21.1  
Joseph Jr. & Kathleen O'Brien  
111 Blanche Avenue  
New Windsor, NY 12553

15-8-31  
John Jr. & Georgia Ulrich  
105 Meriline Avenue  
New Windsor, NY 12553

15-8-22.1  
Wayne & Gina Dunkerley  
113 Blanche Avenue  
New Windsor, NY 12553

15-8-32  
Robert & Deborah Quattrociochi  
118 Blanche Avenue  
New Windsor, NY 12553

15-8-23  
Anthony & Kimberly Ricci  
115 Blanche Avenue  
New Windsor, NY 12553

15-8-33  
Robert & Jo Ann Hilfiger  
116 Blanche Avenue  
New Windsor, NY 12553

15-8-24  
William & Geraldine O'Connell  
117 Blanche Avenue  
New Windsor, NY 12553

15-8-34  
Richard & Dorothy Urbaniak  
114 Blanche Avenue  
New Windsor, NY 12553

15-8-25  
Joseph & Karen Micheletti  
119 Blanche Avenue  
New Windsor, NY 12553

15-8-35  
Allen & Debra Bushey  
112 Blanche Avenue  
New Windsor, NY 12553

15-8-26  
Humberto & Linda Alvarez  
121 Blanche Avenue  
New Windsor, NY 12553

15-8-27  
Edmund & Barbara McDaniel  
123 Blanche Avenue  
New Windsor, NY 12553

PRELIMINARY MEETINGS:

TAZ INDUSTRIES (03-16)

MR. TORLEY: Existing 4 ft. fence does not meet zoning requirement 48-14-B1 for a corner lot (obstruction) at 17 Goodman Avenue in an R-4 zone. By State Law, everything the zoning board does has to occur after a public hearing. We hold these preliminary meetings so you folks understand the kind of questions we're going to be asking you at the public hearing so nobody gets surprised at a public hearing and we can get more information and everything will work more smoothly, since this is the only time in your lives you'll do this.

Mr. James DeNicola appeared before the board for this proposal.

MR. TORLEY: The fence was there when you bought the house?

MR. DE NICOLA: Yes, 2001 they have pictures of it in the Town Hall from 1972, it wasn't chain link, it was like a, I guess like a bird fence, I don't know what it was but it was 4 foot high and somebody changed it to a chain link prior to our buying it.

MR. TORLEY: This is a private residence?

MR. DE NICOLA: Yes.

MR. TORLEY: The corporation owns it?

MR. DE NICOLA: Yes, everybody on every other corner has the same exact chain link fence, I gave you pictures of it.

MR. TORLEY: Well, the purpose of this code is to ensure the safety of motorists and pedestrians, you want to make sure there's a fence on the corner and you can't see it and there's an accident. It's our concerns that this does not cause any obstruction of view.

MR. DE NICOLA: Not whatsoever. It's three feet off our house. There's still another ten foot to the road on each side of the fence, even though it's a corner lot that's why I gave you the survey. Ours is actually 9 foot back from the road and everybody else's is right up to the road within three or four feet. On both sides of us are other corner lots that have the exact same fence connected to our fence, the existing fence that was there. Also when we got our insurance company, the title insurance, it never even showed that there was a problem with the fence and we have two of them.

MR. TORLEY: It can easily slip by. So what brought you here tonight?

MR. DE NICOLA: We have a buyer for the house and they won't buy the house unless the fence can stay up cause they have a dog.

MR. TORLEY: I see in the wintertime shots there's no vegetation on the fence but there's nothing there?

MR. DE NICOLA: None whatever, it's all cement on both sides.

MR. TORLEY: So the fence is in the middle of a cement--

MR. DE NICOLA: Correct.

(Whereupon, Mr. Rivera entered the room.)

MR. DE NICOLA: There's a sidewalk on both sides our fence. On the other side of the house it's just stone.

MR. TORLEY: Should you move to the public hearing, these are the kinds, these photographs are quite helpful, these are the, also it would be helpful if you can take a shot from the road at the 30 foot point.

MR. DE NICOLA: I did.

MR. TORLEY: It's kind of hard to tell with the snow.

MR. DE NICOLA: I'll take more, I'll videotape.

MR. TORLEY: Just both sides so we can see what the view of motorists would have around that corner cause that's the key thing, we want to ensure public safety.

MR. DE NICOLA: Well, the steps go out further than the fence, that's why I don't understand why there'd be a problem.

MR. TORLEY: It's the law.

MR. MC DONALD: One picture we're looking at the steps go beyond?

MR. DE NICOLA: Yes, correct.

MR. TORLEY: Do you have any other questions now?

MR. REIS: No. Accept a motion?

MR. TORLEY: Yes.

MR. REIS: Make a motion we set up Taz Industries for its requested variance for 17 Goodman Avenue.

MR. MC DONALD: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	AYE
MR. MC DONALD	AYE
MR. TORLEY	AYE





RESULTS OF Z.B.A. MEETING OF:

April 28, 2003

PROJECT: Taz IndustriesZBA # 03-16  
P.B.#

USE VARIANCE:

NEED: EAF

PROXY

LEAD AGENCY: M) S) VOTE: A N

RIVERA

MCDONALD

REIS

KANE

TORLEY

CARRIED: Y N

PUBLIC HEARING: M) S) VOTE: A N

RIVERA

MCDONALD

REIS

KANE

TORLEY

CARRIED: Y N

NEGATIVE DEC: M) S) VOTE: A N

RIVERA

MCDONALD

REIS

KANE

TORLEY

CARRIED: Y N

APPROVED: M) S) VOTE: A N

RIVERA

MCDONALD

REIS

KANE

TORLEY

CARRIED: Y N

ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING:

M) R S) MVOTE: A 4 N 0~~RIVERA~~ RIVERA

MCDONALD

REIS

~~KANE~~ KANE

TORLEY

AAAAACARRIED: Y ✓ N

PUBLIC HEARING:

STATEMENT OF MAILING READ INTO MINUTES

VARIANCE APPROVED:

M) S) VOTE: A N

~~RIVERA~~ RIVERA

RIVERA

MC DONALD

REIS

KANE

TORLEY

CARRIED: Y N

No Vegetation next to fence.Need pictures w/out snow and showing the sight



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4615  
Fax: (845) 563-4695

## ZONING BOARD OF APPEALS

April 23, 2003

TAZ Industries  
19 Chadeayne Avenue  
Cornwall, NY 12518

SUBJECT: ZBA APPEARANCE

Dear Sir or Madam:

This letter is to inform you that you have been placed on the April 28th, 2003 agenda for the Zoning Board of Appeals to discuss your request for a variance at:

17 Goodman Avenue  
New Windsor, NY

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have a problem with this time and/or date, please contact me at the above number and we will reschedule your appearance. If you have any further questions, please feel free to contact me.

Very truly yours,

Myra Mason  
Myra Mason, Secretary  
Zoning Board of Appeals

MLM:mlm

**TOWN OF NEW WINDSOR**  
**ZONING BOARD OF APPEALS**

**RECEIPT OF ESCROW RECEIVED:**

DATE RECEIVED: 04-21-2003

FOR: 03-16

FROM: TAZ INDUSTRIES INC.

19 CHADEAYNE AVE

CORNWALL, NY 12518

CHECK NUMBER: 1072

AMOUNT: 300.00

RECEIVED AT COMPTROLLER'S OFFICE BY:

  
\_\_\_\_\_  
NAME

4/22/03  
\_\_\_\_\_  
DATE

PLEASE RETURN SIGNED COPY TO MYRA FOR FILING

THANK YOU

ZBA-#03-16

**Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553  
(845) 563-4611**

**RECEIPT  
#373-2003**

**04/21/2003**

**Taz Industries, Inc.**

**Received \$ 50.00 for Zoning Board Fees, on 04/21/2003. Thank you for  
stopping by the Town Clerk's office.**

**As always, it is our pleasure to serve you.**

**Deborah Green  
Town Clerk**



TAZ INDUSTRIES INC.  
19 CHADEAYNE AVE.  
CORNWALL, NY 12518

1072

DATE 4-7-03

29-1/213

PAY  
TO THE  
ORDER OF

TOWN OF New Windsor  
Three Hundred Dollars *00/100*

\$ 300.00

DOLLARS Security Features  
Included  
Details on Back



FOR NEW Windsor Horse Fence

Small Business Services  
smallbiz.fleet.com  
Cornwall, NY

*[Signature]*

⑈001072⑈ ⑆021300019⑆ 94643 40573⑈



TAZ INDUSTRIES INC.  
19 CHADEAYNE AVE.  
CORNWALL, NY 12518

1073

DATE 4-7-03

29-1/213

PAY  
TO THE  
ORDER OF

TOWN OF New Windsor  
Twenty Five *00/100*

\$ 25.00

DOLLARS Security Features  
Included  
Details on Back



FOR New Windsor Horse Fence

Small Business Services  
smallbiz.fleet.com  
Cornwall, NY

*[Signature]*

⑈001073⑈ ⑆021300019⑆ 94643 40573⑈



TAZ INDUSTRIES INC.  
19 CHADEAYNE AVE.  
CORNWALL, NY 12518

1071

DATE 4-7-03

29-1/213

PAY  
TO THE  
ORDER OF

TOWN OF New Windsor  
Fifty Dollars *00/100*

\$ 50.00

DOLLARS Security Features  
Included  
Details on Back



FOR New Windsor Horse Fence

Small Business Services  
smallbiz.fleet.com  
Cornwall, NY

*[Signature]*

⑈001071⑈ ⑆021300019⑆ 94643 40573⑈



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**

**APPLICATION FOR VARIANCE**



# 12/30/02  
Date

Application Type: Use Variance ☐ Area Variance ☐  
Sign Variance ☐ Interpretation ☐

I. **Owner Information:** Phone Number: (845) 534 2296  
Karen DeNicoLA T.A.Z. IND. Fax Number: (845) 534-5139  
(Name)  
19 Chadeayne ave Cornwall NY 12518  
(Address)

II. **Purchaser or Lessee:** Phone Number: ( )  
Fax Number: ( )  
(Name)  
(Address)

III. **Attorney:** Phone Number: (845) 634-6326  
David Issacson Fax Number: ( )  
(Name)  
184 Mainst Newcity N.Y. 10986  
(Address)

IV. **Contractor/Engineer/Architect/Surveyor/:** Phone Number ( )  
Fax Number: ( )  
(Name)  
(Address)

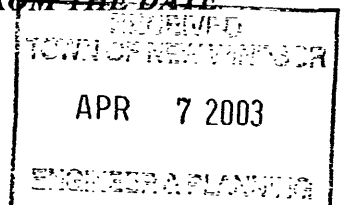
V. **Property Information:**

Zone: \_\_\_\_\_ Property Address in Question: 17 Goodman ave  
Lot Size: .33 Tax Map Number: Section 15 Block 7 Lot 6  
a. What other zones lie within 500 feet?  
b. Is pending sale or lease subject to ZBA approval of this Application? YES  
c. When was property purchased by present owner? APRIL 2000  
d. Has property been subdivided previously? NO If so, When:  
e. Has an Order to Remedy Violation been issued against the property by the  
Building/Zoning/Fire Inspector? NO  
f. Is there any outside storage at the property now or is any proposed? NO

\*\*\*\*PLEASE NOTE:\*\*\*\*\*

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE  
OF SUBMITTAL.**

**03-16**



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**

**APPLICATION FOR VARIANCE - continued**

**VI. USE VARIANCE:**

Use Variance requested from New Windsor Zoning Local Law,

Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

Describe proposal: fence is 48" High and was up when we  
purchased Property in 2000 Building Dep Has Pictures since 1972  
with this being a wire fence and then turned into chain link some  
time after 1972 all Properties around our Property have  
the same chain link fence and are on corner lots next to  
our property and access the way. we had to put  
every thing on hold until this is resolved

- VII. The legal standard for a "Use Variance" is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the Use Variance is granted. Also state any efforts you have made to alleviate the hardship other than this application.

**PLEASE NOTE:**

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**



**APPLICATION FOR VARIANCE - continued**

- IX. In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

After reading the above paragraph, please describe why you believe the ZBA should grant your application for an Area Variance:

Existing Fence was in Place PRIOR  
to our Purchase of the House in 2001 and the  
other Neighbor on Both sides of our House Have  
the same Exact Fence Height & Width. also the  
Neighbor on the opposite corner Has the same Fence  
Height as shown in the Pictures provided.

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**PLEASE NOTE:**

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**



XII. ADDITIONAL COMMENTS:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaped, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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XIII. ATTACHMENTS REQUIRED:

- ☐ Copy of referral from Building /Zoning Inspector or Planning Board.
- ☐ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- ☐ Copy of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☐ Copies of signs with dimensions and location.
- ☒ Three checks: (each payable to the TOWN OF NEW WINDSOR)
- ☐ One in the amount of \$ \_\_\_\_\_, (escrow)
- ☐ One in the amount of \$ \_\_\_\_\_, (application fee)
- ☐ One in the amount of \$ 25.00, (Public Hearing List Deposit)
- ☒ Photographs of existing premises from several angles.

12/30/2003  
Date:

XIV. AFFIDAVIT.

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/her information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Sworn to before me this 7<sup>th</sup> day of April, 2003.  
JENNIFER MEAD  
Notary Public, State Of New York  
No. 01ME6050024  
Qualified In Orange County  
Commission Expires 10/30/ 2006

[Signature]  
(Applicant Signature) 2#942-398-267  
KAREN DEWICK  
(Please Print Name) 04P. 12-16-03

PLEASE NOTE:  
THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.



# Purchase Agreement

**THIS IS A CONTRACT. THIS IS LEGALLY BINDING.**



- ☐ New City Office: 268 South Main Street, New City, N.Y. 10956 Tel: 845-634-4202 Fax: 845-634-1967
- ☐ Nanuet Office: 52 College Avenue, Nanuet, N.Y. 10954 Tel: 845-624-8100 Fax: 845-624-7137
- ☐ Nyack Office: 46 South Broadway, Nyack, N.Y. 10960 Tel: 845-358-7171 Fax: 845-358-7567
- ☐ Pearl River Office: 17 East Central Avenue, Pearl River, N.Y. 10965 Tel: 845-735-6256 Fax: 845-755-6286
- ☐ North Rockland Office: 146 South Liberty Drive (Route 9W), Stony Point, N.Y. 10980 Phone: 845-429-1500 Fax: 845-947-1111
- ☐ Suffern Office: 164 Lafayette Avenue (Route 59) Suffern, N.Y. 10901 Tel: 845-357-6666 Fax: 845-357-9699

PURCHASERS NAME: WILLIAM O'SULLIVAN 8-4-2002  
ADDRESS: 134 TURNER RD PEARL RIVER NY  
TELEPHONE NO.: 917-337-5353

SELLERS NAME: KAREN PENICOLA  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_

PROPERTY ADDRESS: 17 GORMAN AV NEW WINDSOR

1. TOTAL PRICE: \$ 295,000 payable as follows:  
A.S. 29,500 down payment by cash, bank check or personal check upon the signing of a formal contract of sale, based upon the terms of this preliminary agreement, delivered to the seller or seller's attorney by 3 or 5 or 10 or 20 days; or upon submission of the Contract of Sale via hand delivery or mail;  
B.S. 206,500 by the purchaser to obtain a mortgage.  
C.S. 59,000 by cash, certified or bank check, upon closing of title.

2. ADJUSTMENTS: All adjustments if any, shall be made in accordance with local bar association customs.

3. PERSONAL PROPERTY: All fixtures and articles of property attached or appurtenant to or used in connection with said premises are included in the sale as specified in the MLS listing for the premises, unless otherwise specified.

4. CLOSING OF TITLE: Closing of title to take place on or about 10-1-02

5. BROKER: By their signatures below, the parties agree that Prudential Rand Realty is the real estate broker that has brought about this meeting of the minds on essential terms of this Purchase Agreement, and the seller agrees to pay the brokerage commission thereby earned by cash, certified, or bank check.

6. LEAD DISCLOSURE: The seller of any interest in residential real property is required to provide the Buyer with information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or specific for possible lead-based paint hazards may be done prior to purchase and within 10 days of acceptance of this offer.

7. PRESENTATION: ☐ This offer is to be presented personally by the Buyer's Agent from Prudential Rand Realty to the Seller.

8. CONTINGENCIES: ☒ This Agreement is contingent upon the following:  
a. Attorney Approval  
This Agreement is contingent upon Purchaser and Seller obtaining approval of this Agreement by their respective attorneys as to all matters contained herein.

☒ Inspection  
This Agreement is contingent on a satisfactory engineering and termite inspection of the property.

☐ c. Mortgage Contingency  
This Agreement and the formal contract will be subject to and conditioned upon the ability of the purchaser to secure a firm mortgage commitment in the amount indicated in Paragraph 1.B, for a period of \_\_\_\_\_ days, at the prevailing rate of interest, said commitment to be secured within \_\_\_\_\_ days of the contract date; purchaser agrees to execute all forms and pay all fees that may be required by the lending institution and to otherwise make a good faith application for said mortgage commitment.

9. NOTES:

The seller and buyer acknowledge that Prudential Rand Realty has provided written disclosure on seller, buyer and disclosure of all agency and that we understand that in this transaction, seller is a buyer's agent and buyer is a seller's agent. Both parties have been established (check appropriate box) THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES.

William O'Sullivan Purchaser Karen Penicola Seller

Frank M. Greig Buyer's Agent Ellie M. Stender Seller's Agent

BUYER ATTORNEY: JAMES FERRUGLIA SELLER ATTORNEY: BRUCE STEIN

ADDRESS: SOUTH MAIN ST NEW CITY ADDRESS: 825 BROOKWAY 12550

PHONE: 638-0200 FAX: 638-1762 PHONE: 561-8435 FAX: 561-7717

(Use Any Block)

**FIBER OPTEK / NORTHEAST OPTIC NETWORK Inc.**  
**Per Task Time & Equipment Charges**

**Task** Rodding, Roping & Placing Innerduct

**Work Section** Pigeon Hill

Quantity	Item	# of Days to Complete Task	Hours / Day	Unit Price* Per Hour	Item Total
1	H.D. Hydraulic Trailer	1	8	\$ 10.00	\$ 80.00
1	GMC Diesel Box Truck	1	8	\$ 15.00	\$ 120.00
4	Motorola Radio UHF	1	8	\$ 0.50	\$ 16.00
1	OK Champion Rodder Truck	1	8	\$ 125.00	\$ 1,000.00
2	Manhole Safety Set	1	8	\$ 1.00	\$ 16.00
1	1,000 ft Hand Rodder	1	8	\$ 0.50	\$ 4.00
2	Manhole Ladder	1	8	\$ 0.50	\$ 8.00
2	Sump Pump e/w Hose	1	8	\$ 2.00	\$ 32.00
2	Traffic Control Devices	1	8	\$ 1.00	\$ 16.00
1	10,000 lb Winch Rope	1	8	\$ 0.50	\$ 4.00
2	2.5 KW Generator	1	8	\$ 2.00	\$ 32.00
2	Confined Space Safety Apparatus	1	8	\$ 3.00	\$ 48.00
1	Innerduct Eyes & Channel Set	1	8	\$ 1.00	\$ 8.00
2	Hand Tool Set	1	8	\$ 1.00	\$ 16.00
1	185 CFM Air Compressor	1	8	\$ 20.00	\$ 160.00
1	Ford Pick-up Truck	1	8	\$ 12.00	\$ 96.00
1	Project Manager	1	8	\$ 80.00	\$ 640.00
1	Foreman	1	8	\$ 75.00	\$ 600.00
4	Laborer	1	8	\$ 65.00	\$ 2,080.00

**Subtotal \$4,976.00**

Based on 1500 Lin. Ft. / Day

NY005 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTJ 8002)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 11<sup>th</sup> day of February, in the year 2003  
BETWEEN

Taz Industries, Inc., 17 Goodman Avenue, New Windsor,  
New York

party of the first part, and

William O'Sullivan, 135 Turner Road, Pearl River,  
New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule "A"

Tax Map  
Designation

Dist.

Sec. 15

The grantors being the same party named as grantees  
in a deed dated February 28, 2001 recorded March 14, 2001  
in Liber 5478 page 105.

Blk. 7

Lot(s) 6

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above

## USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Rockland ) ss.:

On the 11 day of February in the year 2003  
before me, the undersigned, personally appeared

Karen DeNicola

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BRIDGET M. CASEY  
Notary Public, State of New York  
01CA1707717  
Qualified in Rockland County  
Commission Expires January 31, 2006

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:  
(New York Subscribing Witness Acknowledgment Certificate)

State of New York, County of ) ss.:

On the day of in the year  
before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

## USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of ) ss.:

On the day of in the year  
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:  
(Out of State or Foreign General Acknowledgment Certificate)

..... ) ss.:

(Complete Venue with State, Country, Province or Municipality)

On the day of in the year  
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

## BARGAIN &amp; SALE DEED

WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE NO.

TO

DISTRICT

SECTION 15

BLOCK 7

LOT 6

COUNTY OR TOWN Orange

RECORDED AT REQUEST OF

Fidelity National Title Insurance Company of New York

RETURN BY MAIL TO

FIDELITY NATIONAL TITLE INSURANCE  
COMPANY OF NEW YORK

INCORPORATED 1928

"Affiliated to the Fidelity Group"

Member New York State Land Title Association

James M. Feeney, P.C.  
254 South Main Street  
New City, New York 10956

RECORDING OFFICE

**SCHEDULE A** (description of premises)

**ALL** that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being Lots 284 and 285 on a map or plan of City Park, dated August 16, 1909 and filed in the Orange County Clerk's Office, more particularly described as follows:

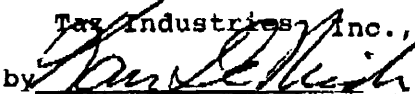
**BEGINNING** at the intersection of the Northeasterly side of Goodman Avenue and the east line of Lawrence Avenue and running thence

1. along the Southeasterly side of Lawrence Avenue North  $44^{\circ} 50' 00''$  East 70.00 feet to a point; thence
2. along the Southwesterly line of lands now or formerly of Fornal South  $45^{\circ} 10' 00''$  East 80.00 feet to a point; thence
3. along the Northwesterly line of lands now or formerly of Morris South  $44^{\circ} 50' 00''$  West 70.00 feet to the Northeasterly line of Goodman Avenue; thence
4. along the Northeasterly side of Goodman Avenue North  $45^{\circ} 10' 00''$  West 80.00 feet to the point and place of **BEGINNING**.

written.

IN PRESENCE OF:



Tax Industries, Inc.,  
by   
Karen Denicola - pers.

Notwithstanding to whom the same shall be assigned, the Seller shall be responsible for the payment of the taxes and other charges on the Premises before the Closing.

Law ("Main Language Law").

### CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

Residential Contract of Sale

Contract of Sale made as of August 27, 2002, between Karen Denicola, 19 Chadeayne Ave. Cornwall, 12518 hereinafter called "Seller" and William O'Sullivan, 134 Turner Road, Pearl River, NY, hereinafter called "Purchaser".

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as

17 Goodman Ave., Town of New Windsor, Orange, Tax Map Designation: 15-7-6;

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Personal Property. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, chandeliers, bathroom and kitchen cabinets and counters, mantels, switch plates and door hardware, storm windows, storm doors, window boxes, mail box, TV aerials, pumps, shrubbery, fencing. Excluded from this sale are furniture and household furnishings and:

### 3. Purchase Price. \$295000.00

Binder. \$0.00

At Contract: \$29500.00

Total Down Payment: \$29500.00

Balance at Closing in accordance with paragraph 7: \$265500.00

Seller Concession: Seller shall pay, at closing, as and for purchaser's closing costs and prepaids: \$0.00

4. Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information. Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

5. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in an IOLA account at ~~Bank of America~~ <sup>North Fork</sup> Bank, ~~New York~~ <sup>North Fork</sup>, NY, until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.



any other dispute.

The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

**6. Acceptable Funds.** All money payable under this contract, unless otherwise specified, shall be paid by: Cash, but not over \$1,000.00; Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser; As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00 and As otherwise agreed to in writing by Seller or Seller's attorney.

before 45 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 23 or subparagraph 8(k) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a/n conventional first mortgage loan to Purchaser, at Purchaser's sole cost and expense, of \$206500.00 for a term of at least 30 at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date, Purchaser or Seller may cancel unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.

Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.

**8. Cancellation by Purchaser.** If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations in this contract.

If no Commitment is issued by the Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in this contract, Purchaser may cancel this contract provided that Purchaser includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations in this contract. If this contract is canceled by Purchaser pursuant to this contract, neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in this contract.

**9. Cancellation by Seller.** If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser or Purchaser's attorney. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser, and except as otherwise set forth in this contract. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries under this contract.

**10. Institutional Lender.** For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

**11. Effective Date.** For purposes of this contract, Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

**12. Permitted Exceptions.** The Premises are sold and shall be conveyed subject to: Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use; Consents for the erection of any structures on, under or above any streets on which the Premises abut; Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway; Real estate taxes that are a lien, but are not yet due and payable; and The other matters, if any, including a survey exception, set forth in a Rider attached.

**13. Governmental Violations and Orders.** (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued through the date of closing by any governmental department having authority as to funds, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters. Seller shall not be obligated to incur any expense greater than \$150.00 to comply with this paragraph, and may instead cancel the contract and return the Down Payment to Purchaser and thereafter neither party shall have any other or further liability to the other.

**14. Purchaser's Rights.** Purchaser may cancel this contract unless: The Premises abut or have a right of access to a public road; Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract; Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"); and Seller has been known by no other name for the past ten years, except: \_\_\_\_\_; Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing. Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

**15. Condition of Property. PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED REAL PROPERTY DISCLOSURE FORM,** and agrees to accept the property in such condition as therein represented, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in this contract, without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing. Plumbing, heating, electric, air conditioning, and all appliances and other personal property included in this sale shall be in working condition at time of closing and delivered free and clear of all liens, except as may be otherwise stated in the Real Property Disclosure Form.

**16. Insurable Title.** Seller shall give and Purchaser shall accept such title as any reputable title company authorized to issue title insurance in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

**17. Closing, Deed and Title.** "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a bargain and sale deed with covenants against grantor's acts in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law. If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing

the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

18. Closing Date and Place. Closing shall take place at the offices of Seller's attorney, ~~85 Broadway, Newburgh, New York~~, on or about ~~February 1, 2002~~ or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of Purchaser's lending institution ~~in New York City, New York~~.

19. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the

agreement of the following conditions precedent.

- (a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.
- (b) The existence of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a family-family dwelling at the date of Closing.
- (c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from the Internal Revenue Service. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- (d) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.
- (e) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.
- (f) The delivery by the parties of any other affidavits required as a condition of recording the deed.

**20. Deed Transfer and Recording Taxes.** At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the Seller to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

**21. Apportionments and Other Adjustments; Water Meter and Installment Assessments.** (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing: (i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.

If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than three (3) days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

**22. Errors, Omissions.** Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

**23. Allowance for Unpaid Taxes, etc.** Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

**24. Use of Purchase Price to Remove Encumbrances.** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

**25. Title Examination; Seller's Inability to Convey; Limitations of Liability.** (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in this contract, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date;

(iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

**26.** If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

**27. Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons other than Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

having names the same as or similar to that of Seller, does not control or constitute an offer.

**28. Defaults and Remedies.** If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty. If Seller defaults hereunder Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under

WITNESSES:

29. **Notices.** Any notice or other communication ("Notice") shall be in writing and either sent to either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered, or with respect to paragraph 7(b) or 20, sent by fax to the party's attorney. Each notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries.

30. **No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

**Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any real estate broker in connection with this sale other than CSA Realty ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

31. **Miscellaneous.** All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(a) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(b) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(c) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(d) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(e) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(f) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity. If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

32. **Pick Up Fee.** Seller shall not be responsible for pick up fees in excess of \$125.00 for the first pick up and/or mortgage payoff inclusive of postage/overnight fees; and not more than \$100.00 inclusive of postage/overnight fees for each additional pick up and/or mortgage payoff.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

**PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED REAL PROPERTY DISCLOSURE FORM.**

WILLIAM O'SULLIVAN, INC.

By: William O'Sullivan  
William O'Sullivan Purchaser  
President

THUNDERBOLT, INC.  
By: Karen Benicold  
Karen Benicold Seller  
SELLER

Seller

Purchaser